

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE See Blk. 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (If applicable)					
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER, ROOM 2954 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FT. BELVOIR, VA 22060-6222 FAX 703-767-9044 BUYER/SYMBOL – ERIN S. RALPH/DESC-BZD PHONE - (703) 767-9294 PPNs: 2.99		7. ADMINISTERED BY (If other than Item 6) SC0600		CODE SC0600	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)			X	9a. AMENDMENT OF SOLICITATION NO. SP0600-05-R-0012	
				9b. DATED (SEE ITEM 11) November 15, 2004	
				10a. MODIFICATION OF CONTRACT/ORDER NO.	
				10b. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p>[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [X] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10a.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return ____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible..) SEE ATTACHED PAGES					
Except as provided herein, all terms and conditions of the document referenced in Item 9a. or 10a., as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME OF CONTRACTING OFFICER JOHN R. WALKER		
15B. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	
				16C. DATE SIGNED	

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A The changes set forth herein are incorporated into solicitation SP0600-05-R-0012. Please acknowledge receipt and acceptance of the subject amendment.

1. Addendum Package

- a. Clause C600, STATEMENT OF WORK (DESC JAN 1987), Page 7, Paragraph C.7.g. is revised as follows:
 - g. Contractor shall provide bottom loading transport trucks that have a minimum of 10 feet of 4-inch hose with 4-inch male and female cam-lock fittings at opposite ends.
- b. Clause C600, STATEWORK OF WORK (DESC JAN 1987), Page 7, Paragraphs C.6.f. through h., are revised as follows:
 - f. The U.S. Military shall only provide fuel for contractor's vehicles in cases of emergency.
 - g. Contractor must maintain control of all documents; contractor will process all bills in accordance with the procedures set forth in the Invoicing and Payment Clause.
 - h. Contractor shall prepare and submit to DESC, the following documentation:
 - (1) Daily Event Situation Report (SITREP) prepared by 6:00 PM Kuwait local time, each day, to include weekends, to identify the following information;
 - (a) Detailed list of all operable contracted trucks to include bumper numbers, current status (i.e., staging area, loading point, convoy and location, etc.)
 - (b) Customer and customer location
 - (c) Ordered quantity for each location
 - (d) Quantity delivered to each location
 - (e) Number of vehicles needed to complete mission (Make, Model, Year, Owned or Leased Status, and Name of Owner).
 - (f) Number of vehicles that are not fully mission capable (Make, Model, Year, Owned or Leased Status, and Name of Owner, Reason for non compliance)
 - (g) Trucks in route must include time of load, load point, destination, and approximate location.
 - (2) Accident reports
 - (a) Number of personnel injured
 - (b) Types of injuries
 - (3) Vehicle Recovery/Loss Report
 - (a) Number of vehicles used on mission
 - (b) Number of vehicles that broke down
 - i. Type of vehicle
 - ii. Make, Model and Year of vehicle
 - iii. Owned or Leased and name of owner
 - iv. Cause of break down
 - (c) Number of vehicles recovered
 - (d) Number of recovery attempts
 - (e) Number of vehicles not recovered (a loss) and reasons for non-recover
 - i. Type of vehicle
 - ii. Date of loss
 - iii. Reason for loss
 - iv. Leased or Owned and name of owner
 - v. Purchase Price/Lease Price

- vi. Year of Vehicle
 - vii. Dollar value of vehicle
 - viii. Insurance Company
 - ix. Mileage
 - x. ID Tag/Load Description
 - xi. Estimated Value of vehicle loss
 - xii. Track vehicles that are recovered until owner recovers.
- (4) Quality Control Plan
 - (5) Monthly Events Lessons Learned Report
 - (6) Current and Future Fleet Acquisitions, licenses and expected delivery dates
 - (7) Current Driver Status: Required/Requested/Expected Arrival Dates.

c. Clause C600, STATEWORK OF WORK (DESC JAN 1987), Page 8, Paragraph C.8.c., is revised as follows:

- c. Contractor shall ensure that all compartments and possible access points are sealed prior to departure from the loading terminal and remain sealed until removed by U.S. Government representative. Seal rings and attachment points must be welded or permanently installed to preclude the possibility of disengaging the seal from the sealing points without breaking the seal. Contractor shall be responsible for the quality and quantity of product after loading. U.S. Government shall:
 - (1) Perform quality checks on each transport truck at origin and at destination in accordance with DoD 4140.25M. Quality checks prior to loading will include verifications of:
 - (a) Previously carried product (Contractor may be requested to provide documentation regarding the product previously carried in the truck to be loaded);
 - (b) Cargo compartment preparation (Contractor may be requested to provide documentation regarding cleaning performed, i.e., steam cleaning);
 - (c) Safety of tank truck while traveling to and from Tallil. The escorts will be provided by CFLCC; and
 - (d) Vehicle integrity

d. Clause C600, STATEWORK OF WORK (DESC JAN 1987), Page 11, Paragraph F.6.f., is revised as follows:

- f. Contractor shall provide Level 3A protective vest and Level 3 protective helmet to all its workers working in Iraq.

e. Clause C600, STATEWORK OF WORK (DESC JAN 1987), Page 12, Paragraph F.6., entitled Additional Documentation Requirements is renumbered as Paragraph F.7. Additionally, Paragraph F.7. is deleted and revised as follows:

7. Additional Documentation Requirements-

- a. It is the Contractor's responsibility to perform operation checks before, during and after the trip. A driver's check sheet (form) will be used, a copy will be provided to the U.S. Government representative upon completion of all missions and or repair. Forms will be developed with the U.S. Government in both Arabic and English.

- b. Contractor shall maintain the driver files at the staging area. These files shall include complete information about the driver, such as copies of passport, Visa, driver's license, training documents and other documentation requested by the U.S. Government.
- c. Loss of Product: Any loss of product will be reported to an authorized representative of the U.S. Government upon submission of delivery ticket and followed up with a written report within 24 hours. Statement will be provided to the authorized U.S. Government representative by any and all involved within 24 hours upon the convoys return.
- d. If necessary, transfers of product from tanker to tanker must be documented; copies of the transfer are to forward to authorized U.S. Government personnel. These forms must contain tanker numbers, date, and liters, type of product, old delivery note number and new delivery note number, statement on why the product is being transferred.
- e. Contractor shall provide delivery receipts for all products delivered. Receipts shall be signed by the authorized U.S. Government Representative.
- f. The U.S. Military shall only provide fuel for contractor's vehicles in cases of emergency.
- g. Contractor must maintain control of all documents; contractor will process all bills in accordance with the procedures set forth in the Invoicing and Payment Clause.
- h. Contractor shall prepare and submit to DESC, the following documentation:
 - (1) Daily Event Situation Report (SITREP) prepared by 6:00 PM Kuwait local time, each day, to include weekends, to identify the following information;
 - (a) Detailed list of all operable contracted trucks to include bumper numbers, current status (i.e., staging area, loading point, convoy and location, etc.)
 - (b) Customer and customer location
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 - (f) Number of vehicles that are not fully mission capable (Make, Model, Year, Owned or Leased Status, and Name of Owner, Reason for non compliance)
 - (g) Trucks in route must include time of load, load point, destination, and approximate location.
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 - (d) Number of recovery attempts
 - (e) Number of vehicles not recovered (a loss) and reasons for non-recover
 - i. Type of vehicle
 - ii. Date of loss
 - iii. Reason for loss
 - iv. Leased or Owned and name of owner

- v. Purchase Price/Lease Price
 - vi. Year of Vehicle
 - vii. Dollar value of vehicle
 - viii. Insurance Company
 - ix. Mileage
 - x. ID Tag/Load Description
 - xi. Estimated Value of vehicle loss
 - xii. Track vehicles that are recovered until owner recovers.
- (4) Quality Control Plan
 - (5) Monthly Events Lessons Learned Report
 - (6) Current and Future Fleet Acquisitions, licenses and expected delivery dates
 - (7) Current Driver Status: Required/Requested/Expected Arrival Dates.
- f. Clause C600, STATEWORK OF WORK (DESC JAN 1987), Page 13, Paragraph F.8.d., is revised as follows:
- d. Contractor shall ensure that all compartments and possible access points are sealed prior to departure from the loading terminal and remain sealed until removed by U.S. Government representative. Seal rings and attachment points must be welded or permanently installed to preclude the possibility of disengaging the seal from the sealing points without breaking the seal. Contractor shall be responsible for the quality and quantity of product after loading. U.S. Government shall:
 - (1) Perform quality checks on each transport truck at origin and at destination in accordance with DoD 4140.25M. Quality checks prior to loading will include verifications of:
 - (a) Previously carried product (Contractor may be requested to provide documentation regarding the product previously carried in the truck to be loaded);
 - (b) Cargo compartment preparation (Contractor may be requested to provide documentation regarding cleaning performed, i.e., steam cleaning);
 - (c) Safety of tank truck while traveling to and from Tallil. The escorts will be provided by CFLCC; and
 - (d) Vehicle integrity

2. RESPONSE TO FREQUENTLY ASKED QUESTION:

Question: Will the contractor be allowed to invoice for the entire number of trucks required by the contract in a case where all the trucks are not in use?

Answer: The contractor will be allowed to invoice for the entire number of trucks even when not all trucks have been ordered for a given day. However, DESC will not pay for trucks that are inoperable or for which no qualified driver is available. As set forth in the contract, the contractor is required to maintain each truck and to have a qualified driver available for the truck in order to be paid for that truck on a given day.

3. CLOSING OF NEGOTIATIONS:

- a. The time and date for concluding negotiations under Solicitation SP0600-05-R-0012 is hereby established on Wednesday, January 19, 2005, at 1:00 P.M. (1300 hours), local time, Ft. Belvoir, Virginia, USA.
- b. The date and time set for receipt of Final Proposal Revisions (FPRs) under Solicitation SP0600-05-R-0012 is established on Wednesday, January 19, at 1:00 P.M. (1300 hours), local time, Ft. Belvoir, Virginia, USA. FPRs received after the date and time specified will be considered late in accordance with Clause L2.05-2, INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS, located on Page O-22 of the subject solicitation.
- c. All FPRs must be annotated with quantities offered as well as with the acceptance of all terms and conditions of Solicitation SP0600-05-R-0012 and all subsequent Amendments (including exceptions or additional terms and conditions of the offer which have previously been determined acceptable by DESC). Offerors must clearly indicate whether their offers are to be considered for the entire requirement and/or JP8 and Mogas/Diesel transportation services separately.
- d. Please ensure that all exceptions or additional terms and conditions of your offer have been either determined acceptable or formally withdrawn prior to the closing of negotiations on January 19, 2005. All issues other than price should be reconciled prior to receipt of FPRs.
- e. Offerors are cautioned that new exceptions to the terms and conditions of the solicitation proposed at the time of FPRs may eliminate that offer from being considered for evaluation and/or award. Be advised that on January 19, 2005, at 1:00 P.M. (1300 hours) local time, Ft. Belvoir, Virginia, USA, all discussions are to be concluded.
- f. The facsimile transmission number for FPRs is (703) 767-9044. If for any reason you experience difficulties with this number, please contact Erin S. Ralph at telephone (703) 767-9294.
- g. Please acknowledge receipt of this message.